

## END USER LICENSE AGREEMENT

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2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. "Bill of Sale" is the receipt, invoice, or price quotation prepared by Aqueous that defines the purchase of License by Licensee.
4. "LAN" is an acronym for local area network, which is a network of computers located within a limited area, such as an office building, laboratory, or school. A local area network does not extend beyond a building or cluster of three adjacent buildings and does not include leased telecommunication lines.
5. "WAN" is an acronym for wide area network, which is a network of computers operated for the exclusive use of Licensee over telecommunication lines owned or leased by Licensee.
6. "Concurrent User" is a person who to the exclusion of other persons at a moment in time uses the software in accordance with the terms of this Agreement.

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7. The Period over which License is granted under this Agreement is "Perpetual", unless the Bill of Sale contains the descriptor "subscription", "annual", "yearly", or the like, or references a specific licensing period, in which case the Period is "Subscribed".
8. The Type of License granted under this Agreement is "Fixed Node", unless the Bill of Sale (1) contains the descriptor "LAN network", "LAN floating", or "LAN network floating", in which case the Type is "LAN Network Floating", or (2) contains the descriptor "WAN network", "WAN floating", or "WAN network floating", in which case the Type is "WAN Network Floating".

### LICENSE

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13. If the License is of Type "WAN Network Floating", the Software may be loaded on any number of computers attached to a single WAN, and may be used by a single Concurrent User.

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21. Aqueous warrants and represents that it is the copyright holder of the Software. Aqueous warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

#### ACCEPTANCE

22. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on the date of execution of this agreement, or upon installation of the Software, whichever occurs first.

#### TERM

23. If the Period is Perpetual, the term of this Agreement will begin on Acceptance and continue in perpetuity. If the Period is Subscribed, the term of this Agreement will begin on Acceptance and continue for the subscription interval past that date. An Subscribed License may be renewed for subsequent subscription periods under then-current terms at the sole option and discretion of Licensee.

## TERMINATION

24. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to Aqueous.

## FORCE MAJEURE

25. Aqueous will be free of liability to the Licensee where Aqueous is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where Aqueous has taken any and all appropriate action to mitigate such an event.

## GOVERNING LAW

26. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Illinois for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Illinois.

## MISCELLANEOUS

27. This Agreement can only be modified in writing signed by duly licensed representatives of both Aqueous and the Licensee.

28. This Agreement does not create or imply any relationship in agency or partnership between Aqueous and the Licensee.

29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

30. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

31. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

32. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon Aqueous' successors and assigns.

## NOTICES

33. All notices to Aqueous under this Agreement are to be provided at the following address: Aqueous Solutions LLC, 301 North Neil Street, Suite 400, Champaign, Illinois 61820.